

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 05-238**

The City of Lincoln intends to enter into a contract and invites you to submit a sealed bid for:

**ELECTRONIC PARKING METER
MECHANISM
FOR
CITY OF LINCOLN, NEBRASKA**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, September 21, 2005** in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 S. 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened reading only the names of the firms submitting bids, in the Purchasing Conference Room on the first floor.

Submitters should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bid to arrive in the Purchasing Division, prior to the time and date specified above.

1 INTENT

- 1.1 The City of Lincoln, Street and Traffic Operations, intends to enter into a contract for Electronic Parking Meter mechanisms.

2 INTRODUCTION

- 2.1 The City of Lincoln, Street and Traffic Operations, has Duncan Model 60 parking meters with MacKay mechanisms.
 - 2.1.1 All Mechanisms which can meet 2.1 are acceptable provided they meet the other requirements.
- 2.2 The City maintains 2,000 parking meters.
 - 2.2.3 A list of the meter rates and the quantity of what the time limits to be supplied will accompany the award of bid.
- 2.3 The City is interested in a debit card system but, is not ready to commit to it, thus we are asking for pricing with and without this feature.

3 GENERAL RESPONSE REQUIREMENTS

- 3.1 The following are general response requirements to be followed by respondents:
 - 3.1.1 **Bid Deadline**
 - 3.1.1.1 Sealed bids must be received by the City of Lincoln on or before 12:00 noon, September 21, 2005, in the office of the City Purchasing Agent, located at 440 South 8th Street, Suite 200, Lincoln, NE 68508.
 - 3.1.2 **Bid Opening**
 - 3.1.2.1 Bids will be publicly opened in the conference room of the City Purchasing Agent, located at 440 South 8th Street, 12:00 Noon. September 21, 2005.
 - 3.1.3 **Late Bids**
 - 3.1.3.1 Any bids received after the stipulated date and time will be returned unopened.
 - 3.1.4 **Questions**
 - 3.1.4.1 Questions regarding the submission of your bid shall be directed to the Purchasing Agent.
 - 3.1.5 **City of Lincoln Project Manager/Purchasing Agent**
 - 3.1.5.1 The Lincoln Project Manager and Purchasing Agent or this project

PROJECT MANAGER

Al Lee
Traffic Division
901 N. 6th Street
Lincoln, NE 68508
(402) 441-6092
(402) 441-6576

PURCHASING AGENT

Vince M. Mejer
Purchasing
440 South 8th Street, Ste. 200
Lincoln, NE 68508
(402) 441-8314
(402) 441-6513

3.1.6 Bid Conformance

- 3.1.6.1 Failure to include in the bid all information requested in this BID may be cause for rejection of the bid submitted by a respondent vendor.

4. AWARD CRITERIA

- 4.1 The following criteria will be used to select a vendor with which the City of Lincoln, intends to negotiate a contract for electronic parking meter mechanisms and related software.
 - 4.1.1 **Cost**
 - 4.1.1.1 The cost of acquisition, implementation, maintenance, future expansion, services will be important concerns.
 - 4.1.2 **Flexibility**
 - 4.1.2.1 The flexibility of the software including the quality and quantity of the elements in the software that can be configured by a system administrator will be examined.
 - 4.1.2.2 Compatibility with the City's current ticket writing system will be a consideration.
 - 4.1.3 **Current Release**
 - 4.1.3.1 The proposed software must be to the greatest extent an "off the shelf" product that represents a vendors most recent production revision of released software.
 - 4.1.3.2 In all cases where this is not the case, the response will clearly indicate that this is not the case.
 - 4.1.3.3 Throughout this bid there are references to "screen prints" these would be computer screen prints of actual running applications with a screen print..
 - 4.1.4 **Warranty Support**
 - 4.1.4.1 The quality, quantity, and length of warranty support will be considered.
 - 4.1.5 **Post Warranty Support**
 - 4.1.5.1 The type of post warranty support including maintenance agreements and software update subscriptions and pricing will be considered.
 - 4.1.6 **Ease of Expansion**
 - 4.1.6.1 The ability to expand the proposed software in terms of the number of meters and method of payment will be considered.
 - 4.1.7 **References**
 - 4.1.7.1 Where indicated in the specific sections of this bid, the respondent vendor must provide references including contact information at other agencies where the proposed vendor product & software is currently utilized.
 - 4.1.8 **Experience**
 - 4.1.8.1 The experience the respondent vendor has with technologies that the City of Lincoln desires is an important consideration.
 - 4.1.8.2 This will include but not limited to the number and similarity of sites to the City of Lincoln.
 - 4.1.9 **City of Lincoln Discretion**
 - 4.1.9.1 The above items are not inclusive.
 - 4.1.9.2 The City of Lincoln, reserves the right to utilize any criteria to analyze the responses to this bid and to attach at its discretion any weight to any item or aspect of a response.

5 HARDWARE

- 5.1 All hardware will be the responsibility of the Lincoln Project Manager.
 - 5.1.1 Respondent Vendors will carefully review the hardware that the City has in place for this project and in their response indicate any additional hardware needs.
 - 5.1.2 Two examples would be additional Network Interface Cards for the server and a tape backup.
 - 5.1.3 In addition the respondent must indicate if any of the hardware that is in place is less than optimum, conflicting, or problematic, and why.
 - 5.1.4 In this case the respondent will provide specifications for hardware that is optimum.

6 WARRANTY SERVICE AND MAINTENANCE

- 6.1 Standard Warranty
 - 6.1.1 Responses will document standard warranties that are offered.
 - 6.1.2 Warranties shall be no less than 90 days from the date of acceptance and preferably will be 1 year from the date of acceptance for defects.
- 6.2 Warranty support
 - 6.2.1 Responses will document how warranty support is provided.
- 6.3 Post warranty support and maintenance
 - 6.3.1 Responses will document what post warranty maintenance and support is offered.
- 6.4 Software upgrades
 - 6.4.1 Responses will document what types of software upgrade plans or subscriptions are available.

7 TRAINING

- 7.1 Street and Traffic Operations intends to train a small number of individuals as System Administrators and in the use of the software by field personnel.
- 7.2 These individuals would then become the trainers that would ultimately train who ever needs to use the system.
- 7.3 Firm must detail their standard training programs and what is included in their bid.
 - 7.3.1 If the City desires additional follow up for onsite training, please explain how this could be done and at what cost.

**SPECIFICATIONS
FOR
ELECTRONIC PARKING METER MECHANISMS**

1. GENERAL

- 1.1 The mechanisms shall fit in existing "Duncan Model #60" housings.
- 1.2 All components shall be constructed of new materials.
- 1.3 Mechanism shall use a common 9 volt battery that is changeable without the use of special tools.
 - 1.3.1 Current mechanism is provided by MacKay meters.
- 1.4 Mechanism shall be weather hardened to work in temperature ranges from -25F to 175F.
- 1.5 There shall be no exposed wires, when battery cover is in place.
- 1.6 The system shall be able to discriminate between a minimum of 7 different types of coins, with no moving parts.
 - 1.6.1 As a minimum the current and future US mint coins must be acceptable.
- 1.7 Software shall be programmable, to different rates and times by use of both a PC in the shop or by a wireless hand held unit.
- 1.8 The desire is to use both coins and debit cards for paying of parking.
- 1.9 Each mechanism shall be furnished with a "flat faced dome" and shall be included in the price of mechanism.
 - 1.9.1 Dome shall be shipped upon award of the bid.

2. DETAIL SPECIFICATIONS

2.1 Face Plate

- 2.1.1 Configured to accept either coins & cards, or coins only.
- 2.1.2 Removable Stainless Steel coin slot

2.2 Rate Plate

- 2.2.1 Plates shall be silk screened on both sides.
 - 2.2.1.1 one with 50 cents / hour (5-10-25 cents rates)
 - 2.2.1.2 two to be determined at time of order.

2.3 Power

- 2.3.1 A single 9 volt battery shall power the meter for a minimum of 9 months
- 2.3.2 Audit data must be retained in the case of battery failure

2.4 Display

2.4.1 Front Display

- 2.4.1.1 LCD (Liquid Crystal Display) technology
- 2.4.1.2 ½ inch digits shall display time, 2 for hours, 2 for minutes.
- 2.4.1.3 Dysfunctional meter shall display "OUT OF ORDER" and to flash at one second intervals.
- 2.4.1.4 ½ inch digits the word "EXPIRED" shall be displayed in red. when no time left and will flash at one second intervals
- 2.4.1.5 In conjunction with the front display there shall be a RED LED that is 10mm in size, which is highly visible from a minimum of 80 feet during nighttime operation as well as direct sunlight.
- 2.4.1.6 The RED LED must be time, a low battery icon, as well as an invalid coin icon symbol.

- 2.4.2 Rear Display
 - 2.4.2.1 LCD (Liquid Crystal Display) technology.
 - 2.4.2.2 ½ inch digits “EXPIRED” shall display when no time left and will flash at one second intervals.
 - 2.4.2..2.1 This display will be blank when the meter has legal time left.
 - 2.4.2.3 Dysfunctional meter shall display “OUT OF ORDER” and flash at one second intervals.
- 2.5 **Coin Acceptance and Discrimination**
 - 2.5.1 Coins shall go through a single slot.
 - 2.5.2 Coin chute designed for easy field service and removal of foreign objects.
 - 2.5.3 Shall accept (as a minimum) up to seven (7) different coin types.
 - 2.5.4 Able to keep track of pseudo coins not recognized as a valid form of payment.
- 2.6 **Communication and Data Transfer**
 - 2.6.1 Two (2) hand held portable data terminals shall be furnished.
 - 2.6.2 Infrared (IRED) wireless communications type.
 - 2.6.3 Programming and reprogramming of time and rate structure, auditing and serial numbers, will be done by this port.
 - 2.6.4 Communicates without opening the upper housing.
 - 2.6.5 IRED units will be programed by the use of a IBM type PC
- 2.7 **Time Keeping**
 - 2.7.1 Clock shall be accurate within one (1) second per week.
 - 2.7.2 Payment during the non-use time shall have a choice of either being ignored or stored until next valid time.
- 2.8 **Programmable Feature Options**
 - 2.8.1 Specified amounts of time given for each tender accepted
 - 2.8.2 Time limits up to 24 hours
 - 2.8.3 Multiple rates in a single day
 - 2.8.4 Time of Day operation
 - 2.8.5 Day of week operation
 - 2.8.6 No Parking Times
 - 2.8.7 Charge the current rate if the time purchased enters the next rate period then charged that rate.
 - 2.8.8 Charge the current rate if time purchased extend into the next rate period.
 - 2.8.9 Shut down the coin acceptance system during no-pay (power saver) time periods.

3. OPTIONAL DEBIT CARD SYSTEM

- 3.1 Successful contractor shall also have the ability to have a cash less debit card system.
- 3.2 Uses one or more of the following industry standard card payment systems.
 - 3.2.1 Microprocessor card capable of using encryption as security against fraudulent use
 - 3.2.2 Rechargeable or non-rechargeable debit card.

- 3.3 Unit shall be fitted with a card receptacle clearly visible and embossed to ensure correct card insertion orientation.
- 3.4 Card receptacle rated for minimum of 100,000 insertions and installed with standard plug-in connectors.
- 3.5 Mechanism continues as "COIN ONLY" operation when card slot is jammed, damaged or otherwise not usable.
- 3.6 Card contacts are short circuit protected and current limited

4. SOFTWARE OPERATIONAL FEATURES

4.1 Meter Revenue Audit

- 4.1.1 Mechanism shall record the value or number of coins validated.
- 4.1.2 Audit information shall be retrieved via portable data terminal (*PDT*).
- 4.1.3 Mechanism shall store either a resetting or a non-resetting accrued audit.
- 4.1.4 Mechanism shall reset to zero the resetting audit register, after each transfer of audit information from mechanism to *PDT*.
- 4.1.5 Audit shall also show count of all units not recognized as a valid form of payment.

4.2 Swapping Meters

- 4.2.1 Mechanism swaps must be controlled using portable data terminal.
- 4.2.2 The *PDT* must query the mechanism that is being replaced to obtain time/rate structure and upload all data collected from the mechanism.
- 4.2.3 *PDT* will program replacement mechanism with new copy of the time/rate program in effect.
- 4.2.4 Data collected from a mechanism as part of a maintenance transaction, must be disseminated and corruption checked by the information management software at a central site.
- 4.2.5 Replacement mechanism will have the audit register set to zero following this transaction
- 4.2.6 If mechanism to be replaced is unable to respond to queries or data transfers, condition must be noted on *PDT* at time of swap out.

4.3 Moving Meters

- 4.3.1 Mechanism moves must be controlled by using the *PDT*
- 4.3.2 The *PDT* program will move mechanism with a new copy of the time/rate program in effect

4.4 Coin/Card Check During Maintenance

- 4.4.1 Coin/card checks must be conducted using the *PDT* during maintenance.
- 4.4.2 *PDT* shall initiate coin/card check by reading the initial audit balance on the mechanism.
- 4.4.3 After having completed coin/card check the *PDT* shall prompt the operator to end operation by reading the same mechanism again.
- 4.4.4 The resulting difference in audit balance obtained shall be accounted for as "coin/card check" in the information management software.
- 4.4.5 Mechanism must never be put in a mode where an audit does not accrue.

4.5 Time/Rate Programming

4.5.1 The software shall have the capability of allowing the Owner to create rate programs including time of day, day of week programs and down load these programs to the PDT for on street programming.

4.6 Revenue Audit

4.6.1 The software shall have the capability to track audit amounts by individual meters, collection routes or smaller zones of meters

4.6.2 Reports to establish whether all meters within a collection route were audited and to identify any exceptions

4.7 Meter Maintenance

4.7.1 The software shall be able to create a table of up to 100 maintenance codes, download these into the PDT and record maintenance activities by location, serial number maintenance code and operator.

4.7.2 Reporting for maintenance activities shall be specified either by location or serial number of the particular mechanism and shall further be defined by specified maintenance codes, maintenance operators, date range, etc..

4.8 Preventive Meter Maintenance

4.8.1 The software shall allow the Owner to define specific preventive maintenance activities and provide a full range of reporting which will allow maintenance scheduling specified by maintenance routes within a data range.

4.9 Meter Inventory

4.9.1 An inventory database shall act as the foundation upon which all transactions are accumulated.

4.9.2 It shall be possible to assign meter locations to collection routes, maintenance routes and zones

4.9.3 The software shall track Audit, Maintenance and Programming transactions for each location and be capable of providing reports showing the number of meters for each time and rate combination within specified zones and routes.

4.9.4 Programming transactions for each location and be capable of providing reports showing the number of meters for each time and rate combination within specified zones or routes.

4.10 Password Protection

4.10.1 PDT's as well as management software shall be password protected

4.11 Change Transaction Records

4.11.1 The software shall track all changed meter programming attributes by date and time.

4.12 The City of Lincoln intends to initially purchase one software license.

4.13 This software must represent the vendor's latest production release and have an established reputation within the parking enforcement community for performance and stability.

5. COMMUNICATION AND DATA TRANSFER

5.1 The mechanism shall have a minimum of one infrared (IR) wireless communication port to send /receive data from only an authorized communications device.

5.2 Audit transfer of data shall be accomplished within (3) seconds, rate changes, time changes, etc., within ten (10) seconds.

PROPOSAL
SPECIFICATION NO. 05-238
OPENING TIME: 12:00 NOON
DATE: Wednesday, September 21, 2005

The undersigned signatory, having full knowledge of the requirements of the City of Lincoln for the below listed item/s and the contract documents (which include Notice to Bidders, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City for the below listed item/s for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

THE REQUIREMENTS FOR: ELECTRONIC PARKING METER MECHANISM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Coin & Card	60	_____	_____
2.	Coin ONLY	60	_____	_____
3.	Debit Card Software		_____	_____

The undersigned signatory for the submitter and warrants that he has full and complete authority to submit this bid to the City/County, and to enter into a contract if this bid is accepted.

**RETURN 2 COMPLETE COPIES OF BID AND SUPPORTING MATERIAL MARK
OUTSIDE OF ENVELOPE AS FOLLOWS:**

**SEALED BID FOR ELECTRONIC METER MECHANISM
SPECIFICATION 05-238**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☒ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.